IN THE HIGH COURT OF HIMACHAL PRADESH, SHIMLA

RSA No. 378 of 2006

Date of decision 26.3.2007

H.P. Housing & Urban Development Authority …Appellant.

Versus

Miss Darshan Kumari …Respondent.

Coram

The Hon'ble Mr. Justice : Surjit Singh, Judge.

Whether approved for reporting?

For the appellant: Mr. Ajay Mohan Goel, Advocate.
For the respondents : Mr. N.K. Thakur, Advocate.

Surjit Singh, Judge (Oral)

Heard and gone through the record.

2. Appellant filed a suit seeking mandatory injunction against the respondent, directing her to remove some allegedly unauthorized additions and alterations made by her in semi-built house, allotted to her and also to remove encroachment made by her on the adjoining property of the appellant / plaintiff, which is not a part of the property allotted to her. Two Courts below returned a definite finding that no encroachment has been made and that no item of unauthorized construction raised by the respondent can be said to be illegal or unauthorized, because after the respondent became owner by means of a deed of conveyance, there was

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Whether reporters of Local Papers may be allowed to see the Judgment?

no binding condition, though initially in the hire purchase agreement a condition was there that changes will not be effected without permission of the appellant / plaintiff.

3. Submission made by the learned counsel for the appellant is that there was a condition in the hire purchase agreement, i.e. condition (g) at page 2 of the agreement, that no changes will be effected or construction made in the form of additions / alterations without the prior approval of the appellant / plaintiff.

4. The hire purchase agreement was executed in the year 1993. This agreement ceased to be operative in the year 1995, when the ownership rights were transferred to the respondent / defendant and deed of conveyance was executed in her favour. The said deed is Ext. PC. After the property was conveyed to the respondent / defendant in the year 1995, through the deed Ext. PC, the conditions in the hire purchase agreement automatically ceased to be binding on her. The conditions, which were there in the hire purchase agreement, were not repeated in the deed of conveyance.

5. In view of the above stated position, I do not think any substantial question of law arises. Hence the appeal is dismissed.

March 26, 2007 (BC) **(Surjjit Singh)**
Judge